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Roof Deck Entertainment LLC and  
10<sup>th</sup> Avenue Hospitality Group LLC

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ROOF DECK ENTERTAINMENT LLC  
and 10<sup>TH</sup> AVENUE HOSPITALITY  
GROUP LLC,

Plaintiffs,

v.

MARQUEE 15, LLC and BENJAMIN  
PAUL VALENTY

Defendants.

CASE NO.  
2:12-cv-01270-JCM -CWH

**CONSENT INJUNCTION**

On consent of plaintiffs Roof Deck Entertainment LLC ("Roof Deck") and 10th Avenue Hospitality Group LLC ("10th Avenue") (collectively "Plaintiffs") and defendants Marquee 15, LLC and Benjamin Paul Valenty (collectively "Defendants"), the following injunction is hereby entered as follows:

1 1. Defendants and their partners, officers, agents, servants and employees, successors and  
2 assigns, and all others in active concert or participation with any of them, and any new or  
3 unknown entity(s) formed or controlled by any of the Defendants (collectively, "Defendants"),  
4 shall be, 30 days following the date of this Order, permanently enjoined and restrained from all  
5 of the following:

6 A. Using "Marquee 15" (however spelled, whether capitalized, abbreviated, singular  
7 or plural, printed or stylized, whether used alone or in combination with any word or  
8 words, and whether used in caption, text, orally or otherwise), or any other reproduction,  
9 counterfeit, copy, colorable imitation or confusingly similar variation of "Marquee 15",  
10 including without limitation any term incorporating "Marquee" or a term similar to  
11 "Marquee", as a trade name, trademark, service mark, brand name, business or  
12 commercial designation, or as the name of any restaurant, bar, nightclub cocktail lounge,  
13 bar services, or in connection with the rendering of any entertainment services, such as  
14 parties, special events, dance and music events;

15 B. Using any other mark, term, slogan, tag line or phrase which suggests or tends to  
16 suggest in any way that Defendants and/or their activities or services originate from, are  
17 affiliated with, or are sponsored, authorized, approved or sanctioned by Plaintiffs, or that  
18 Plaintiffs or their services or activities are affiliated in any way with Defendants;

19 C. Operating, maintaining or using a website or domain name that incorporates the  
20 infringing "Marquee 15" name on the Internet, including without limitation the  
21 <www.marquee15.com> domain name and/or any domain name that incorporates the  
22 name "Marquee";

23 D. Using in connection with any goods or services, any false or deceptive  
24 designation, description or representation, whether by words or symbols, which suggests  
25 any relationship with Plaintiffs, or gives Defendants an unfair competitive advantage in  
26 the marketplace, or constitutes false advertising;

27 E. Engaging in any other acts of common law trademark infringement, unfair  
28 competition or misappropriation which would damage or injure Plaintiffs;

1 F. Inducing, encouraging, instigating, aiding, abetting, or contributing to any third-  
2 party usage of the "Marquee" or "Marquee 15" name in connection with Defendants'  
3 business.

4 2. Defendants shall destroy all materials, packaging, labels, tags, pamphlets, brochures,  
5 signs, sales literature, stationery, advertisements, contracts, billboards, banners, posters,  
6 documents and the like in the possession or under the control of Defendants and their affiliates,  
7 and all plates, molds, matrices, negatives, masters and other means of making the same, which  
8 might, if used, violate the Order herein granted.

9 3. Defendants are ordered to cancel or abandon any and all United States registrations or  
10 applications to register any trademarks, trade names, service marks, telephone listing, or other  
11 use of the infringing "Marquee 15" name, and/or any other colorable imitation of the "Marquee"  
12 name.

13 4. Each party will bear its own costs and attorneys' fees that have accrued from this dispute.

14 5. This court shall retain jurisdiction over the parties to enforce the foregoing terms of this  
15 Consent Injunction.

16  
17 SO ORDERED.

18  
19 Dated: October 12, 2012.

  
UNITED STATES DISTRICT JUDGE

1 The undersigned counsel for the parties hereby consent to the form and entry of the foregoing  
2 injunction:

3  
4  
5 Dated: 10/4/12

By: 

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15 Dated: 9/25/12

By: 

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